

This is meant as only an example. Please consult with an attorney before using this document as your specific situation may require changes, or the document may not reflect current legal requirements.

EMPLOYMENT CONTRACT [1099 Contractor]

THIS CONTRACT is made as of the _____ day of _____, 20__ , between Company Name [*Insert DBA or Common Name*], a corporation [*or other business type*] incorporated under the laws of [*Insert state*) and having its principal place of business at [*Insert address*], the Employer; and [*Contract Employee Name*], of [*City, State*], the Contractor.

WHEREAS the Employer desires to obtain the benefit of the services of the Contractor, and the Contractor desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration, the parties agree as follows:

Employment

The Contractor, referenced throughout as “Contractor,” agrees that they will at all times faithfully, industriously, and to the best of their skills, experience, and talents, perform all of the duties required of the position. In carrying out these duties and responsibilities, the Contractor shall comply with all relevant Employer policies, procedures, rules, and regulations, both written and oral, as announced by the Employer from time to time.

Position Title

As a [*Input Job Title*], the Contractor is required to perform all of their necessary job functions and duties as defined in the contract section titled, Responsibilities. This is a [*full-time/part-time*] position, expected to average [*xx*] hours per week. [*Revise this sentence if project deliverables are used to determine project success and payment in lieu of work hours.*]

Responsibilities

The responsibilities of this contract role are listed on the job description. In addition, the following work deliverables are included as part of this employment contract:

[This is the section where you'll list job expectations and duties of the contractor or freelancer. Often this information is available on a job description. If so, attach it. In addition, you'll want to include any specific deliverables that the contract worker is expected to provide. A best practice is to provide measurable deliverables, such as xx number of sales per month, or xx number of documents reviewed weekly.]

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Compensation

As full compensation for all services provided, the Contractor shall be paid at the rate of _____ dollars (\$_____) per [hour/annually].

[You may wish to tie compensation to deliverables instead of paying an hourly rate for a contractor. For example, \$1,500 for each hour of final edited video, \$5,000 for a website, or \$15 for each new policy sold.]

Bonus

In addition, the Contractor will be eligible to participate in bonus plans established by the Company from time to time. The Employer currently offers *[insert bonus plan details or omit this section if no bonuses are available to them]*.

Paid Time Off

[Omit all or part of this section if it's not relevant for 1099 contractors or freelancers who are typically not given paid time off.]

The Contractor shall be entitled to the following paid time off:

- Vacation time in the amount of *[XX weeks per year, which equals XX days or XX hours]*.
- Sick leave is provided in the amount of *[XX weeks, which equals XX days or XX hours per year]*.

The Employer reserves the right to change or otherwise modify, in its sole discretion, any paid time off policies.

Termination of Contract Employment

The Contract Employee may terminate this contract and employment by giving not less than *[30 days]* written notice to the Employer to allow the employer time to find a replacement worker. Failure to provide 30 days' notice will result in the contractor forfeiting any earned bonus.

In turn, the employer agrees to provide a *[30-day]* notice or payment of no more than 30 days' earnings in lieu of such notice. The Contractor agrees to return any and all property of the Employer at the time of termination.

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Non-Competition Covenant & Confidentiality

As a Contractor of the Employer, you will have access to certain confidential information of the Employer and you may, during the course of your employment, develop certain information or inventions that will be the property of the Employer. You may not disclose this information outside of the Company. We also wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer.

To protect the interests of the Employer, you will need to sign the Employer's standard "Confidentiality and Intellectual Property Assignment Agreement" as a condition of your contract employment [*Optional*].

During the period that you render services to the Employer, you agree to not engage in any employment, business, or activity that is in any way in direct competition with the business or proposed business of the Employer. You will disclose to the Employer in writing any other gainful employment, business, or activity that you are currently associated with or participate in that competes with the Employer. You will not assist any other person or organization in competing with the Employer or in preparing to engage in competition with the business or proposed business of the Employer.

More details will be provided in the Employer's "Confidentiality and Intellectual Property Assignment Agreement" under separate cover [*Optional*].

Furthermore, it is agreed that following termination of the Contractor's employment with the Employer for any reason, the Contractor shall not hire or attempt to hire any current employees of [*Insert name of Company*].

It is further acknowledged and agreed that following termination of the Contractor's employment with the Employer for any reason, the Contractor shall not solicit business from current clients or clients who have retained the Employer during the prior 12-month period.

Integration

This contract contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Contractor by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

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Authorization to Work

Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position, you will need to present documentation demonstrating that you have authorization to work in the United States. *[This section is not-required for freelancers working outside the US or for independent contractors who own their own business.]*

Severability of Contract

The parties hereto agree that in the event any article or part thereof of this contract is held to be unenforceable or invalid, then said article or part shall be struck, and all remaining provisions shall remain in full force and effect.

Choice of Law

This contract shall be governed, interpreted, and construed in accordance with the laws of the State of *[Insert state name]*.

If you decide to accept this Employment Contract, please sign in the space indicated. Your signature will acknowledge that you have read, understood and agreed to the terms and conditions of this agreement.

IN WITNESS WHEREOF the Employer has caused this contract to be executed by its duly authorized officers and the Contractor has agreed as of the date first above written.

SIGNED, SEALED, AND DELIVERED in the presence of:

Name of Contractor	Date
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Owner/CEO	Date
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Articles You Might Find Useful

1. [At Will Employment Doctrine: How It Works & 4 Big Exceptions](#)
2. [Job Application Template & Best Practices](#)
3. [Employee Handbook: Sections to Include \(+Free Sample\)](#)

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